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Trove Brands, LLC d/b/a The BlenderBottle Company

17 UNITED STATES DISTRICT COURT
18 EASTERN DISTRICT OF CALIFORNIA
19 SACRAMENTO DIVISION

21 TROVE BRANDS, LLC d/b/a THE
BLENDERBOTTLE COMPANY, a Utah
22 limited liability company,

23 Plaintiff,

24 vs.

25 TRRS MAGNATE LLC d/b/a HYDRA CUP, a
California limited liability company and
26 THOMAS RAYMUS, an individual,

27 Defendants.
28

Case No. 2:22-cv-02222-TLN-CKD

**[PROPOSED] FINAL CONSENT
JUDGMENT AND PERMANENT
INJUNCTION**

Hon. Troy L. Nunley
Hon. Carolyn K. Delaney

Plaintiff Trove Brands, LLC (“BlenderBottle”) and Defendants TRRS Magnate LLC doing business as Hydra Cup and Thomas Raymus (“Defendants”) hereby stipulate and jointly move for entry of a final judgment as follows:

1. That this Court has subject matter jurisdiction over this action as well as personal jurisdiction over BlenderBottle and Defendants.

2. That venue is proper in this judicial district.

3. That, through its wholly-owned subsidiary Runway Blue, LLC, BlenderBottle owns each of U.S. Patent Nos. D510,235 (“D235 Patent”), D696,551 (“D551 Patent”), and D697,798 (“D798 Patent”) (the “Asserted Patents”) and U.S. Trademark Registration Nos. 6,245,626 and 6,800,019.

4. That the Asserted Patents are valid.

5. That the D551 Patent and the D798 Patent are enforceable.

6. That BlenderBottle owns common law trademark rights in BlenderBottle’s trade dress in the overall design of its shaker bottle, as depicted below:

Bottle Trade Dress



BlenderBottle’s common law trade dress in the above-depicted bottle includes: a tall cylindrical form, a top lid element with a tall shoulder, a recessed domed top from which a conical spout protrudes on one side and a pair of brackets on the opposing side, and the brackets host a pivoting arm containing a circular spout closure element (the “Bottle Trade Dress”).

7. That BlenderBottle owns common law trademark rights in BlenderBottle’s trade dress in the overall design of distinctive packaging label, as depicted below:

Label Trade Dress

BlenderBottle’s common law trade dress in the above-depicted packaging label includes: a label wrapping around the circumference of the bottle, a thick black center band, grey trimming on the top and bottom of the black band with a tab for displaying black text, and white text centered within a portion of the black band displaying a logo, company name, and product name (the “Label Trade Dress”) (the Bottle Trade Dress, the Lid Trade Dress, the Agitator Trade Dress, and the Label Trade Dress collectively referred to herein as the “Asserted Trade Dress”).

8. That the Asserted Trade Dress are each valid and enforceable.

9. That each of the Asserted Trade Dress has acquired secondary meaning.

10. That Defendants have infringed the D235 Patent through the manufacture, use, sale, offer for sale, and/or importation into the United States the products depicted below:





11. That Defendants have infringed the D551 Patent through the manufacture, use, sale, offer for sale, and/or importation into the United States the product depicted below:



12. That Defendants have infringed the D798 Patent through the manufacture, use, sale, offer for sale, and/or importation into the United States the products depicted below:



13. That Defendants have infringed the Bottle Trade Dress through the advertisement, display, distribution, marketing, promotion, offer for sale, and/or sale of the products depicted below:



14. That Defendants have infringed the Lid Trade Dress through the advertisement, display, distribution, marketing, promotion, offer for sale, and/or sale of the bottles depicted below:



15. That Defendants have infringed the Agitator Trade Dress through the advertisement, display, distribution, marketing, promotion, offer for sale, and/or sale of the agitators depicted below:



16. That Defendants have infringed the Label Trade Dress through the advertisement, display, distribution, marketing, promotion, offer for sale, and/or sale of products bearing the label depicted below:



17. Defendants' products identified herein as infringing any of the Asserted Patents shall collectively be referred to herein as the Infringing Patent Products. Defendants' products identified herein as infringing any of the Bottle Trade Dress, the '626 Registration, or the '019 Registration shall collectively be referred to herein as the Infringing Trade Dress Products. Defendants' packaging identified herein as infringing the Label Trade Dress shall be referred to herein as the Infringing Labels.

18. That beginning on September 27, 2025, Defendants, together with their officers, directors, agents, servants, employees and affiliates thereof, representatives, and all other persons

1 acting or attempting to act in concert or participation with them, are permanently enjoined and
2 restrained from making, using, selling, offering for sale, and/or importing into the United States the
3 Infringing Patent Products, any product that is no more than colorably different than any of the
4 Accused Products, during the term of the patent the product has been identified herein as infringing.

5 19. That beginning on September 27, 2025, Defendants, together with their officers,
6 directors, agents, servants, employees and affiliates thereof, representatives, and all other persons
7 acting or attempting to act in concert or participation with them, are permanently enjoined and
8 restrained from advertising, displaying, distributing, marketing, promoting, offering for sale, and/or
9 selling products bearing the design of the Infringing Trade Dress Products or any product that bears
10 a design that is confusingly similar thereto.

11 20. That beginning on September 27, 2025, Defendants, together with their officers,
12 directors, agents, servants, employees and affiliates thereof, representatives, and all other persons
13 acting or attempting to act in concert or participation with them, are permanently enjoined and
14 restrained from advertising, displaying, distributing, marketing, promoting, offering for sale, and/or
15 selling products that include the Infringing Labels or any packaging or label that is confusingly
16 similar thereto.

17 21. That this Final Judgment and Permanent Injunction are entered into pursuant to a
18 settlement agreement between BlenderBottle and Defendants.

19 22. That nothing contained in this Consent Judgment and Permanent Injunction shall
20 affect any of BlenderBottle's rights against Ningbo Tianqi Molding Co. or Zhigang Lin.

21 23. That the parties affirmatively waive any and all rights to appeal this Final Consent
22 Judgment and Permanent Injunction.

23 24. That this Court retain jurisdiction over this matter to enforce compliance with the
24 Permanent Injunction.

25 25. That each party will bear its own costs and attorneys' fees for this action.

Respectfully submitted,

Dated: July 11, 2025

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Ali S. Razai

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Trove Brands, LLC d/b/a
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Date: July 11, 2025

MC Law, PLLC and Meghan the Attorney, LLP

By: /s/ Casey Scott McKay (as authorized on July 10, 2025)

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TRRS Magnate, LLC d/b/a Hydra Cup and
Thomas Raymus*

CERTIFICATE OF SERVICE

I am a citizen of the United States of America and I am employed in Orange County, California. I am over the age of eighteen years and not a party to the within action. My business address is 600 Anton Boulevard, Suite 1800, Costa Mesa, CA 92626-7653.

On July 11, 2025, I served the foregoing document on counsel shown below via electronic mail:

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I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on July 11, 2025, at Costa Mesa, California.



Vanessa Green